



REQUEST FOR PROPOSAL

ANNUAL CONTRACT FOR PARK MAINTENANCE

PROPOSAL NO. 988-1104-09F

**PROPOSAL DUE DATE: THURSDAY, DECEMBER 18, 2008, 11:00 A.M.
AT THE ANTIOCH CITY HALL COUNCIL CHAMBERS, 200 'H' STREET**

**PREBID CONFERENCE: WEDNESDAY, DECEMBER 3, 2008, 10:00 A.M.
AT THE ANTIOCH CITY HALL COUNCIL CHAMBERS, 200 'H' STREET**

I. GENERAL CONDITIONS

1. General Information - The Purchasing Division of the City of Antioch, California will receive at its office located at the Maintenance Services Center, 1307 West Fourth Street, at 11:00 a.m. on December 18, 2008, proposal responses for City of Antioch Proposal No. 988-1105-09F. Proposals shall be made only on this bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms will be available and may be secured by prospective bidders at the office of the Purchasing Division. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

If you intend to deliver your proposal the day of the opening, December 18, 2008, please take it to the Council Chambers located at City Hall, 200 'H' Street. If you deliver your proposal between the hours of 7:30 a.m. and 10:30 a.m. the day of the opening, please take it to Purchasing, located at 1307 West Fourth Street.

A Prebid Conference is scheduled on Wednesday, December 3, 2008, at 10:00 a.m., at the Antioch City Hall Council Chambers, 200 'H' Street, Antioch, CA. This is not a mandatory prebid conference, but attendance is highly recommended, and vendors will be expected to tour the parks on their own.

If you downloaded this Request for Proposal from the City of Antioch's website, www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm, it is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date (or you may contact the Purchasing office at 925-779-6994). If you downloaded this request from our website, you will need to contact the Purchasing Division to receive the park maps that are not included with this document.

2. Form of Bid - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Fax or phone bids are not acceptable.

3. Interpretation of Bids - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit to the Purchasing Agent a written request for an interpretation thereof prior to the bid opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

4. Addenda - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract.

5. Bid Openings - Bids shall be delivered to the Purchasing Division of the City of Antioch on or before the day and hour set for the opening of bids in the published Notice

to Bidders. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid, the bid number, the name of the bidder, and the date and hour of the bid opening. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.

6. Late Bids - Any bids received after the scheduled time of opening will be clocked in, but they will not be opened or considered.

7. No Bid - If a bid is not made, the bid form must be returned and the reason for not bidding stated.

8. Award or Rejection - The bid will be awarded to the lowest responsible bidder. The City, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

9. Terms and Conditions - The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.

10. Alternatives - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for the alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Antioch.

11. Payment Terms - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.

12. FOB Point - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.

13. Brand Names - The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Notwithstanding the foregoing, the City may impose additional restrictions in the Specification section of the documents.

14. Tax - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes (8.25%).

15. Samples - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense.

16. Inspection - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.

17. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

18. Warranty - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid.

19. Timely Delivery - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

20. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar day's delay in finishing the contract.

21. Termination for Default - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

22. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other

sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity – The City of Antioch requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.

25. Business License – The City of Antioch requires that any vendor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided. If required, the awarding vendor must contact the Business License Representative at (925) 779-7059 for more information or an application.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California.

27. Questions relating to this bid should be directed to Debra Joseph, Buyer II, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, (925) 779-6995, Fax (925) 779-6817.

II. DETAILED SPECIFICATIONS

PARK MAINTENANCE SPECIFICATIONS

SECTION A-2: DESCRIPTION OF WORK TO BE PERFORMED

Full maintenance services at the following parks in the City of Antioch:

P2.	Almondridge Park	5.4 Acres
P3.	Antioch Community Park	20.0 Acres
P4.	Barbara Price Park	6.0 Acres
P5.	Canal Park	4.8 Acres
P6.	Chaparral Park	4.0 Acres
P7.	Chichibu Park	6.3 Acres
P8.	City Park	5.0 Acres
P9.	Contra Loma Estates Park	5.0 Acres
P10.	Country Manor Park & Ext.	21.0 Acres
P11.	Deerfield Park	0.5 Acres
P12.	Eaglesridge Park	5.4 Acres
P13.	Fairview Park	3.0 Acres
P14.	Gentrytown Park	14.0 Acres
P15.	Harbour Park	7.9 Acres

P16.	Hansen Park	5.0 Acres
P17.	Heidorn Park	3.0 Acres
P18.	Hillcrest Park	18.0 Acres
P19.	Jacobsen Park	1.3 Acres
P20.	Knoll Park	5.0 Acres
P21.	Marchetti Park	5.0 Acres
P22.	Meadowbrook Park	8.5 Acres
P23.	Meadow Creek Park	5.0 Acres
P24.	Mira Vista Park	6.8 Acres
P25.	Mira Vista Hills Park	9.2 Acres
P26.	Mountaire Park	5.1 Acres
P27.	Prewett Family Park	5.0 Acres
P27.	Memorial Tree Grove (at Prewett Park)	0.5 Acres
P28.	Prosserville Park	1.6 Acres
P29.	Village East Park	7.4 Acres
P30.	Williamson Ranch Park	5.0 Acres
P31.	Dallas Ranch Park	5.0 Acres
P32.	Diablo West Park	7.2 Acres
P33.	Markley Creek Park	2.5 Acres

SECTION A-3: CONTRACT DOCUMENTS

The work embraced herein shall be performed at the locations shown on the maps in Appendix B and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract; the Contract Bond required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

SECTION A-4: TIME LIMIT

The Contractor shall commence work on July 1, 2009. The contract shall expire on June 30, 2010 (unless terminated earlier). Contract may be extended for fiscal year 2010-11 and again for 2011-12. Pricing will be provided on bid sheet. There shall be a Supervisor on site at all locations where work is being performed that can communicate effectively in English with the public.

SECTION A-5: PREVAILING WAGES

The City Council of the City of Antioch has ascertained the general prevailing wage, as determined by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1, shall apply to this contract.

SECTION A-6: HOURS OF WORK – OVERTIME AND HOLIDAYS

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours. The normal City working hours are 7:00 a.m. to 4:00 p.m., Monday through Friday, holidays excepted.

The City of Antioch holidays are as follows:

January 1 (New Year's Day)
Third Monday in January (Martin Luther King, Jr.'s Birthday)
February 12 (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4 (Independence Day)
First Monday in September (Labor Day)
November 11 (Veteran's Day)
Fourth Thursday in November (Thanksgiving)
Friday after Thanksgiving
December 24 (Christmas Eve)
December 25 (Christmas Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed. When December 25 falls on Saturday, Friday December 24 shall be observed as the Christmas holiday, and Thursday December 23 shall be observed as the Christmas Eve holiday. When December 25 falls on Sunday, both Friday and all day Monday shall be observed as holidays. When December 25 falls on Monday, Monday shall be observed as the Christmas holiday and December 22 shall be observed as the Christmas Eve holiday.

SECTION A-7: GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of California. The City will require a successful low bidder to sign a contract which will be prepared by the City Attorney's office.

SECTION A-8: LICENSE REQUIREMENTS

Contractor shall obtain a City of Antioch Business License and shall possess all applicable Contractor's Licenses issued by State Department of Consumer Affairs.

SPECIFICATIONS FOR PARK MAINTENANCE

I. Scope of Work

Furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain the Parks in an attractive condition throughout all seasons of the year. This includes the formal Park grounds, all amenities in the Park, the slope easements, and trail entrances into the Park. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Any additional work not described in these Specifications shall be performed by the Contractor upon written notice from, and at the expense of, the City of Antioch. This contract shall be effective from July 1, 2009 through June 30, 2012.

II. Scope of Responsibility

A. Plant Material

Any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and

conforming to these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the Contractor.

B. Emergency Numbers

The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City of Antioch with a list of local (toll free) emergency telephone numbers where he/she can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance, and shall not be considered as extra work. Response time, to any site, shall not be more than 60 minutes.

C. Cleanup

It shall be the Contractor's responsibility to maintain all Parks in a condition that is acceptable to the City of Antioch. Cleanup shall be performed by the Contractor and shall include the removal of all trash, leaves, branches, excess soil, empty plant containers, grass cuttings, weeds or any other debris that may accumulate at the site.

D. Vandalism

All vandalism costs shall be included in your base bid price per Park site unless an individual item exceeds \$500 in value. Extra work pertaining to individual items that exceed \$500 in value must be approved by the Park Superintendent or his designee prior to beginning the work. For the purposes of this requirement, "individual item" will mean the quantity of one of any item. Vandalism to multiple items of similar construction, manufacture, use, etc. will not be considered an individual item.

Vandalism costs in any given year are estimated to be \$150,000.

III. Contractor's Monthly Maintenance Report

A Monthly Maintenance Report shall be submitted with the monthly billing for each Park in the contract. The Contractor shall provide, as a condition for payment, the following information on attached "Monthly Maintenance Report":

A. Current irrigation schedule.

B. Fertilizer information.

C. Completed pruning as requested in the following schedule of services. The Contractor shall indicate the date of pruning.

D. Status of additional service requests that have been authorized by the City.

- E. Location of maintenance work by Park name, street address, or an approved identifying set of landmarks.
- F. Any other work as addressed by the following schedule of services in Sections IV-XII of this contract.
- G. Report of all materials repaired or replaced as a result of vandalism.
- H. All spray reports and records that are required by the Department of Agriculture and the City of Antioch.
- I. Report/estimate on debris removal. Broken down by routine trash and recyclable material, where recycling containers are installed.

IV. Schedule of Park Maintenance Services

Following is the **minimum** typical monthly Schedule of Park Maintenance Services:

The Park Superintendent or designated representative may change requirements as based upon seasonal or other considerations. Grass height shall remain a consistent looking range between 2½ to 3 inches year round.

January

- A. Check ground drains and “V” ditches for debris blockage. Clear as needed.
- B. Remove silt that has run across sidewalks and other hardscape features.
- C. Check for pocket gopher activity and control.
- D. Continue dormant pruning and spraying.
- E. Continue maintenance care per Specifications.
- F. Start irrigation coverage checks. Flush system as required.

February

- A. Mow ground cover like Ivy and Hypericum.
- B. Continue irrigation coverage checks.
- C. Begin spring pre-emergent weed control.
- D. Spray lawns to control emergence of Digitaria (crab grass) weeds, where needed.
- E. Finish dormant pruning and spraying of shrubs, vines and trees.
- F. Continue maintenance care per Specifications.
- G. Renovate all baseball diamonds in preparation for baseball/softball seasons. Renovations shall include loosening up, leveling, and grading compacted diamond cinder fines and clay.

March

- A. Begin application of fertilizer in ground cover areas.
- B. Check ground drains and "V" ditches for debris blockage.
- C. Continue spring pre-emergent weed control.
- D. Establish spring watering program.
- E. Step up frequency of lawn mowing and edging (edge every other mowing).
- F. Finish irrigation coverage checks and extensive repairs.
- G. Start and continue vigorous applications of snail and slug control (bait every 2½ to 3 weeks.).
- H. Continue grass and weed height control.
- I. Install fresh batteries in non-recharging, solid state and battery powered controllers in the Parks. Check battery condition during season and replace as needed.
- J. Complete replanting of ground cover damaged areas.
- K. Aerate and fertilize lawn areas.
- L. Continue maintenance care per Specifications.
- M. Fertilize all trees in non-ground cover areas.

April

- A. Finish application of fertilizer in ground cover areas.
- B. Continue strict applications of snail control.
- C. Rebuild basins around young trees and shrubs.
- D. Prune vegetation for line of site obstruction at street intersections.
- E. Check for aphid and other infestations in shrubs, ground covers, and trees. Treat as needed.
- F. Finish spring pre-emergent control in tree wells in lawns as well as other areas.
- G. Continue grass and weed control in non-irrigated open areas and right-of-ways.
- H. Continue maintenance care per Specifications.
- I. Remove stakes and ties from maturing trees where they are no longer needed. At no time can ties be left to restrict tree trunk growth.

May

- A. Fertilize ground cover areas.
- B. Trim and replant ground cover, as needed.
- C. Spray for broadleaf weeds in lawns.
- D. Complete grass and weed height control by June 30.
- E. Clear grass away from sprinkler heads in lawns where they are obstructed. Raise sprinklers if necessary.
- F. Continue maintenance care per Specifications.

June

- A. Clean and adjust irrigation heads on a regular basis throughout summer.
- B. Establish summer water program.

- C. Repair irrigation breaks promptly throughout summer.
- D. Continue maintenance care per Specifications.

July

- A. Continue fertilization of lawn areas as specified.
- B. Continue maintenance care per Specifications.
- C. Trim ground covers away from buildings, fences, trees, and other features.
- D. Check young trees for proper deep watering. Supply irrigation as needed.
- E. Adjust watering times on controllers for hot summer periods.

August

- A. Continue maintenance care per Specifications.
- B. Cut out spent blossom spikes on all shrubs.
- C. Evaluate and develop nutrient and pest control programs.
- D. Edge vegetation along streets frontage, sidewalks, pathways, "V" ditches, retaining walls, etc.
- E. Adjust irrigation watering times.
- F. Prune vegetation for line of sight obstruction at street intersections.

September

- A. Start to trim "sail" out of evergreen trees.
- B. Prune vegetation for line of sight obstruction at street intersections.
- C. Start checking tree stakes and ties to see if they function. Adjust as needed.
- D. Continue maintenance care per Specifications.
- E. Spray lawns to control the emergence of *Poa annua* (annual bluegrass) weeds.
- F. Begin fall pre-emergence weed control.
- G. Trim "suckers" and "water shoots" off trees and spray with a growth regulator/sealer at time of cutting.
- H. Fertilize ground cover areas.

October

- A. Continue trimming "sail" in fast growing trees as in September.
- B. Continue to check tree stakes and ties.
- C. Continue fall pre-emergence weed control.
- D. Start decreasing watering times on controllers.
- E. Spray lawns for control of broad leaf weeds.
- F. Fertilize lawns with an IBDU Fertilizer (or acceptable equivalent) to carry a good green color through the winter months. A high nitrogen fertilizer may be required to help combat "rust" infestations in the fall and winter months. Verify lawn areas.
- G. Check to be sure all appropriate shrubs and ground covers have been trimmed, edged, and sprayed to maintain desired shape through winter months.

- H. Check drain grates, culverts, drainage ditches, and catch basins to be sure they are clear of all debris and vegetation.
- I. Break water basins around shrubs and trees.

November

- A. Start pruning deciduous trees, shrubs, and vines as required.
- B. Check edges of culverts, drainage ditches, and catch basins for erosion of soil. Check for damage to drain structures.
- C. Establish winter watering program.
- D. Check all job sites for damage after each storm.
- E. Edge vegetation along street frontage, sidewalks, pathways, retaining walls, etc.
- F. Complete pre-emergent weed control.
- G. Dormant spraying of some shrubs, vines, and trees can be done
- H. Control snails and slugs (bait every 2-3 weeks as needed).
- I. Continue maintenance care per Specifications.

December

- A. Continue dormant pruning and spraying as needed.
- B. Continue maintenance care per Specifications.
- C. Check lawns for "rust". Apply fertilizer and mow as needed.

V. Irrigation Systems

- A. General – The parks have a variety of watering systems. It is the City's objective to actively pursue water conservation within the maintenance program. The Contractor can expect the administration of this irrigation specification to be closely monitored. The Contractor will ensure proper irrigation maintenance and timing to provide a healthy growing lawn. This will include modifying or placing portable irrigation spray heads to reduce dry spots. Over-watering to cover dry spots will not be allowed at any time. Irrigation systems will be closely monitored to provide safe usable Parks. Saturdays, Sundays, afternoons and early evening are the high Park use times. Watering will typically not be allowed Fridays at 7:00 a.m. through Sunday 9:00 p.m. There may be exceptions that occur from changing weather conditions, or to accommodate a holiday/special event schedule. In these cases watering shall be done to maintain moisture content that still allows active and passive Park use. A qualified person will review each irrigation controller each week. Adjustments will be made to ensure proper moisture content for the turf and surrounding areas. The contractor will adjust stations on slope areas so as not to cause wet spots in lawn areas. Implementation of the Water Conservation Program will be carried out as stated in the following "Water Requirements".
- B. Water Requirements – The Contractor shall have full responsibility to ensure watering requirements are met within each park. Contractor's forces shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full time basis. The contractor shall ensure that.

Adjust to the irrigation schedule may be changed at the direction of the City during drought conditions.

1. Sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore.
2. All electrically operated valves shall close completely at the conclusion of the station-watering program. As part of the base bid, valves shall be cleaned and replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve. All valve box lids shall be in place and locking bolts secure at all times. Where they are missing, pea gravel and a union shall be installed as part of any work repair that may necessitate removal of the valve body.
3. Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as included in the contract price and no additional compensation shall be allowed.
4. Automatic controllers and electrical conductors shall be kept operational year round. Automatic controllers will be inspected periodically by City to assure systems programming is operational. The Contractor shall notify the Park Superintendent or designated representative of any controller that does not perform to the manufacturer's Specifications. Upon notice to proceed, the Contractor may remove the controller for repairs with the understanding that time is of the essence. Should the controller prove too expensive to repair or be beyond repair, the Contractor shall obtain authorization from the Park Superintendent or designated representative to replace it. Replacements will be approved by the City. The Contractor shall ensure sufficient watering occurs during the repair of subject controller and this will not be considered extra work. Controllers, which upon visual inspection, demonstrate a collection of leaves, insects, cobwebs, or dusty conditions that exist inside the irrigation controller cabinet shall be considered damaged at the fault of the Contractor and shall not be considered extra work.
5. It shall be the responsibility of the Contractor to make any and all irrigation system repairs, including vandalism, within three (3) days of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the Park Superintendent or designated representative immediately of the conditions and supply estimated time of when the repairs will be made. It shall be the responsibility of the Contractor to make arrangements to water the area of irrigation system failure by other means (hose, etc.) until repairs are accomplished. Vandalism repairs will not considered extra work.
6. Seasonal programming of controllers shall be performed by the Contractor according to the watering rates and the clock settings for irrigation scheduling necessary to maintain healthy growing plant

material. All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall give notice of area covered. The Contractor may re-label stations as part of the base bid. As part of the base bid the Contractor shall affix the controller identifying letter or number to the outside of each controller box. Monthly, provide the Park Superintendent or designated representative with a complete written schedule of watering for all controllers.

7. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work.
8. Time and length of watering shall be adjusted to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from 9:00 p.m. to 6:00 a.m., whenever possible. Time may change due to activity.
9. All sprinklers shall be adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, signs and other property that may be damaged by water.
10. Plant material exhibiting signs of wilting due to lack of water shall result in withholding of monthly payment until the problem is corrected. Manual watering will be required as necessary to regain plant material's vigor at no extra cost to the City.
11. In the event that City crews have had to adjust water supply due to improper irrigation scheduling or maintenance, the Contractor shall be billed for City crew time. The Contractor will not be billed if vandalism was involved or erroneous fault of system components.
12. Vandalized irrigation heads will be replaced as vandalism as in section II. D. There will be no additional costs for replacing vandalized irrigation heads unless the event exceeds the \$500 per occurrence.

C. Environmental and Land Use Stewardship Responsibilities

The intent of these Park Maintenance Specifications is to contract for professional services that will assist in the stewardship of the Parks. It shall be the responsibility of the Contractor to report any resource deficiencies on Park lands to the Park Superintendent or designated representative.

1. The seasonal water rate varies annually and it may be necessary for the City or the Contractor to make recommendations to modify and reschedule the seasonal watering program. Changes in the water cycle are included with the bid price.
2. Parks adjacent to on-going construction activity of future developments may receive damage to the landscape and irrigation system. The Contractor shall report the damage to the Park Superintendent or designated representative and may be directed by the City to repair the same within four (4) working days. This shall be considered extra work.

D. Failure of remote control valves will be repaired at Contractor's expense.

E. Watering Systems

The City is preparing to switch from potable water to reclaimed water in four parks (City, Chichibu, Mountaire, and Fairview Parks). Contractors should

consider the maintenance issues around irrigation systems maintenance as we are not anticipating cost increases at this time. We will review irrigation maintenance after six months of reclaimed water use and evaluate the maintenance cost, to see if an increase is warranted. Contractor must have or be able to have certified staff that can work on reclaimed water systems.

VI. Nutrient Care Standards

General – all of the grounds within the Parks require the addition of complete nutrients to promote good growth. Homogenized fertilizers containing nitrogen, phosphate, potassium and sulfur are usually sufficient. The City may undertake, through a separate Contractor, a soils analysis test to evaluate the condition of the Parks at any time through the duration of this contract. The following minimum Specifications have been prepared to identify what type of plant feeding will occur as bid in the Schedule of Park Maintenance Services (Sub Section IV).

- A. Ground cover areas – three applications per year.
 - 1. March – application of a complete fertilizer (16-16-16) at a minimum rate of six (6) pounds per 1,000 sq ft.
 - 2. May and September – application of a slow or controlled release nitrogen, 38% guaranteed urea nitrogen or nitrogen in a resin coated pill shall be derived from urea. Minimum application rate of 5 pounds per 1,000 sq ft. The Contractor shall apply these slow or controlled release fertilizers or receive prior approval of an approved equal 30 days before the schedule of Park Maintenance Services takes effect.

- B. Trees and shrubs – one application per year (not necessary for trees and shrubs inside ground cover area).
 - 1. March – planting tablets of a slow release formulation, 12-month release, minimum 12% total nitrogen available. The Contractor shall apply Agriform Planting Tablets (7-gram), 12-8-8 rated as a 12-month slow release nitrogen formulation or receive prior approval of an approved equal 30 days before the Schedule of Park Maintenance Services takes effect.

- C. After fertilizer is applied, the ground should be watered thoroughly to soak the fertilizer in the ground. (Caution: The Contractor shall prevent over-watering resulting in hillside slumps or water runoff to adjacent properties). For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots, but away from the trunk to avoid injury to the plant. Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. After 120 days of the recovery period, the Contractor shall replace any damaged plants at his expense. For certain areas of the City, the Park Superintendent or designated representative may require a substitute fertilizer containing a low adjusted salt index as well as micronutrient supplements.

- D. Lawns – six applications per year.
1. March – within the same week of aeration, apply a balanced fertilizer such as a sulfur coated, urea based 16-6-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. A substitute fertilizer and rate of application may be approved by the Park Superintendent or designated representative. Late spring and summer months – apply fertilizers such as urea nitroform, as in the above, as needed to promote a consistent healthy green appearance.
 2. October – apply a measured fertilizer such as 26-4-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the Park Superintendent or designated representative.
 3. Late fall and winter months – use IBDU 38-0-0 as needed at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Apply ammonium nitrate as needed to maintain a consistent, healthy green appearance and to help combat “rust” infestation. Substitutes may be approved by the Park Superintendent or designated representative.
- E. The Contractor shall supply the Park Superintendent or designated representative with the manufacturer’s analysis from the fertilizer container for each formulation of fertilizer used. City shall be notified when fertilizer will be applied for verification of application.

VII. Lawn Care Standards

General – lawns require a regular schedule of care. A consistent green appearance and healthy growing conditions free of weeds must be maintained. Routine maintenance and service shall include, as a minimum:

- A. Aeration
1. Performed twice a year in the months of March and October.
 2. All sprinkler heads, quick couplers, and other hard to see features within the lawn shall be flagged or staked prior to aeration.
 3. A coring tine (plugger) shall be used.
 4. Multiple passes shall be made with the aerating device to ensure that holes are no more than six (6) inches apart.
 5. Tines shall penetrate at least 2½” deep. Plug removal is not necessary.
- B. Mowing
1. Only sharp, well-balanced blades shall be used.
 2. Grass height shall be between 2½” to 3”.
 3. Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a monofilament line trimmer or clipped by hand.
 4. All excessive mowed clippings shall be removed from the job site the same day.

5. Police lawns and remove all litter, rocks, and debris before mowing.
6. Be conscious of Park users and perform mowing tasks in a safe manner.
7. Never allow lawn to be left to a point where cut grass clippings hamper proper growth of living turf.

C. Edging

1. To be performed every other mowing. Minimum two times per month.
2. Edge lawns against all paved areas, around valve boxes, and other utilities shall be kept neatly edged.
3. Special consideration shall be given to the safety of pedestrians in the area while edging.
4. Edges against fences and walls shall be sprayed, maintaining a 4" vegetation free band.
5. Chemical edging will only be allowed with the approval of the Park Superintendent or designated representative.
6. Contractor will annually edge all warning tracks and perimeter infield areas prior to softball season (first week of March) as part of the yearly field preparations.

D. Blowing

1. All hardscape surfaces shall be blown free of clippings after every mowing and edging. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months). Vacuuming or sweeping may be employed instead of blowing.

E. Raking

1. To be performed on an as-needed basis to remove leaves from the lawns (most often in the fall months).
2. Vacuuming or blowing may be employed instead of raking. Wind rowing (if used) shall be done safely.

F. Tree Wells

1. Tree wells in lawns shall be maintained free of turf and weeds at all times.
2. A 4' diameter round well shall be maintained to encompass all tree stakes as well as the tree trunk.

G. Spraying and Weeding

1. Spray lawns in September to control the emergence of *Poa annua*.
2. Spray lawns in October and May to control broadleaf weeds.
3. Spray lawns in February to control the emergence of *Digitaria*.
4. Failed spray applications must be followed by reapplication or hand removal of weeds.

5. Hand removal of weeds may be employed instead of spraying where 90% of the weed root is removed.
6. Lawn diseases and infestations must be identified, reported to the Park Superintendent or designated representative, and controlled in a timely manner. Reapplication of control methods may be required to correct or control the infestations.

H. Irrigation

Proper watering of all turf areas is required to ensure a constant healthy growing condition. Over-watering or under-watering, for whatever reason, must be corrected immediately upon notification. In the event of droughts or special events the contractor and City will discuss what will be acceptable levels of irrigation.

VIII. Ground Cover Standards

General – as with other types of plantings, ground covers respond noticeably to regular maintenance. The Contractor shall ensure that ground cover areas receive weeding, fertilization, trimming behind curbsways, and watering. All ground covers shall be kept trimmed or removed away from water basins or drip line areas of individual trees and shrubs, as well as the interior of cluster plantings of shrubs.

- A. Contractor shall establish an irrigation schedule to provide an appropriate watering rate.
- B. Fertilize as scheduled. Additional fertilization may be needed.
- C. Utilize herbicides or mechanical weeding in order to maintain a neat and attractive appearance, year-round. Pre-emergent herbicides can be used in tree and shrub basins, planter areas, barked areas, as well as ground cover areas.
- D. Mow or weed-eat Fescue areas as needed to maintain uniform appearance and to remove seed heads. This shall occur at least one time per year in late spring.
- E. Ground cover such as ivy will not be allowed to grow/spread onto trees, walls, and other Park amenities. Where ground cover already exists on these Park amenities, the Contractor will be responsible to keep it from spreading. This can be accomplished by removing and/or chemical application. Where shrubs and ground covers are along the perimeter of the back fences and walls, the Contractor and the Park Superintendent or designated representative will discuss before actions are taken.

IX. Tree and Shrub Standards

General - City Parks have been designed to compliment a particular subdivision or

open space. The Contractor shall maintain the Parks in a healthy, well shaped growing environment. Listed are additional maintenance services that the Contractor shall be required to perform and should be included in the base bid. The Contractor shall submit proof that an ISA certified arborist is on staff to make certain that all acceptable procedures are being performed in an acceptable standard set by the International Association of Arboriculture.

A. Shrubs

1. Annually prune any growth from the top that is abnormal above the remaining shrub.
2. All pruning and trimming cuts must be made clean.
3. Remove all trimmings from the job site the same day.

B. Trees

1. Eucalyptus trees, 1-10 years old, shall be required by the City to be topped or heavily pruned at least one time during the length of this contract.
2. All trees outside of formal landscapes shall have the base drip-line area free of weeds for a minimum of a 6-foot circle. Refer to Weed Control Standards.

C. Pruning Trees

ISA pruning standards shall be used. Trees shall be pruned by properly selecting and developing permanent scaffold branches that are smaller in diameter than the trunk or branch on which they are growing. Branches shall be properly spaced to illustrate the true, natural form of the tree. Eliminate branches that are overlaying other branches, diseased or damaged growth, narrow V-shaped branches that are weak and may eventually be sources for disease to collect, break, or rot. Thin out crowns of trees that become too heavy, which are susceptible to wind and storm damage. Prune to maintain natural appearance and proper space limitation. Avoid any over pruning that will stimulate sucker growth.

Any coniferous trees that lose their terminal leader through wind damage, etc. shall be trained and pruned to start a new terminal leader. Under no circumstances shall any of the coniferous evergreen trees be topped or pruned in unnatural shapes.

Broad leaf evergreen trees may be pruned and thinned throughout the year, while deciduous trees shall be pruned only during the months of November through February, unless for vandalism, wind damage or disease. Prune and shape all trees to avoid future problems of height, spread or wind damage and so that the natural appearance will be retained.

All cuts shall be made with a clean, even cut near the nearest bud or other branch. Any and all improper cuts will be redone to the satisfaction of the City of Antioch. On large limbs, initial cuts shall be made outwards from

final cut to avoid excessive weight and bark tearing. All final cuts must have a clean, even finish.

All trees shall be inspected by the Contractor periodically (especially after every hard wind and/or rain storm) to determine if any damage has been done to trunks by mowing machines, cars, wind, vandalism, etc. Repair all damaged areas immediately to minimize damage to the bark, trunk or scaffold. All broken branches shall be properly pruned immediately. All trees leaning due to wind, rain, vandalism, etc. shall be straightened and guyed as approved, if necessary.

Trim any “suckers” and water shoots and treat with a growth regulator.

Remove all trimmings from the job site the same day.

D. Staking

All tree stakes and additional supports shall be inspected and maintained, and especially after wind and/or rainstorms to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Stakes shall be maintained in-line, vertically and in good repair. All ties shall be checked on a routine basis, and all worn and broken ties shall be replaced. The replacement of ties and stakes for trees or large shrubs shall be considered as part of the required maintenance to be performed by the Contractor and will not be considered extra work.

The Contractor may remove staking that is no longer needed by the trees with sufficient trunk taper, upon the Park Superintendent or designated representative’s approval.

X. **Disease, Noxious Weeds, Pest Infestations**

General – the Contractor shall act as, or coordinate with, a licensed specialist to identify any pest management problems which may arise in the district. There must be a licensed Pest Control Advisor on staff and all required Pest Control Recommendations shall be provided by this Advisor. All pesticide applications shall be performed by a State Certified Applicator.

The Contractor shall be familiar with various Integrated Pest Management (IPM) programs. The Contractor will be required to develop an IPM plan to effectively eradicate any diseases or pests that develop during the duration of this Contract. The development and execution of the IPM program shall be the responsibility of the Contractor and will not be considered extra work. It is the Contractor’s responsibility to monitor all pest/disease problems and perform corrective measures as required.

The Park Superintendent or designated representative will require all labels, licenses, certificates, categories, permits and recommendations before chemicals are applied. An IPM plan developed by the Contractor shall be approved by the City

and/or the County Agricultural Commissioner before implementation.

- A. Some approved noxious weed, disease, and pest control methods may include:
 - 1. Pre-emergent herbicide applications.
 - 2. Post-emergent herbicide applications.
 - 3. Mechanical cultivation and disposal.
 - 4. Weed eating or mowing.
 - 5. Chemical growth regulator.
 - 6. Debris or food source removal.
 - 7. Water jetting.
 - 8. Insecticide, fungicide, or other pesticide applications.
 - 9. Repeated control methods, as necessary.

- B. The Contractor shall provide the County Agricultural Commissioner's office (as required by law) a monthly record of all pesticides used in the Parks. A copy of the same report shall be included with the Contractor's monthly billing to the City.

- C. Pest Control Advisor recommendations will be required on all sites as ordered by the County Agricultural Commissioner's office. A copy of these recommendations shall be made available to the City for approval prior to any work.

- D. The Contractor shall comply with all Federal, State and local laws and regulations governing the use of chemicals for control of weeds, diseases and pests. The Contractor shall permit spraying for insect, disease, rodent or weed control to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved materials and methods in compliance with all Federal, State and local laws and regulations. As per State law, the Contractor will be required to obtain a written recommendation for the project prior to applying any pesticide within the district boundaries. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage.

XI. General Facilities Maintenance

Policing

- A. All areas shall be kept free of litter, including broken glass or other such debris. This will require a thorough policing of the park and has to be maintained at least daily throughout the year. Any rubbish or debris shall be disposed of by the Contractor. Parking lot gutters shall be thoroughly cleaned (swept, washed, vacuumed or blown) each week to avoid accumulation of small bits of debris, glass, etc. Glass shall be removed when discovered.

B. All trash containers will also be inspected and emptied daily. Trash cans will be emptied Mondays through Fridays and will be completed before 11:00 a.m. Trash cans for Sundays and Saturdays must be accomplished by 9:00 a.m. Trash cans will be inspected as part of the daily Park cleanup. Trash cans half full of debris or containing foul odors will be emptied at that time. Additional trash cans will be added at peak times where needed, March through November. Contractor will pick up and place up to 50 cans at the direction of the City and return and store at non-peak times.

1. The Contractor will be responsible to empty recyclable material containers. Contractor will not mix material collected from recyclable containers with routine Park trash. The City is tracking the amount of recyclable material being collected. Material collected from recyclable containers will be held in a separate location at the Fulton Shipyard site. Trash bags for these containers need to be easily identified. An example would be the use of different colored trash bags or marking the bags in some manner. Contractor will provide weekly estimate of weight of recyclable material collected.

C. Sidewalks, pathways and hard surfaces shall be policed daily. They shall be cleaned thoroughly once a week, by sweeping, backpack blowing, or hosing off. All plant growth shall be prevented in any cracks, in curbs, street gutters, or along paved areas. Grass clippings shall be removed after each mowing operation.

D. Fence Lines

Fence lines shall be kept free of trash, weeds, grass and prunings. Contractor shall properly dispose of all debris. Chemicals for weed control may be used as required.

E. Restroom Maintenance (Parks)

All Park restrooms will be cleaned daily: Monday through Friday prior to 10:00 a.m. Saturdays, Sundays, and holidays, restrooms will be cleaned prior to 9:00 a.m.

1. Scrub and clean the water closets, urinals, sinks, doors, partitions, walls, floors and dispensers. Fixtures shall be free of stains; graffiti; top and bottom of toilet seats, base and behind fixtures shall be clean; floors shall not have standing water and shall be squeegeed or swept after washing to remove standing water. (Note: A detergent and disinfectant shall be used for cleaning.) Walls and ceilings will be kept clean, free of cob webs, dirt, and "spit-balls".

2. Tissue dispensers and paper products shall be checked and refilled. Contractor will keep a supply of paper products at each restroom facility. All paper products are to be supplied by the Contractor. Paper towels shall be white handifold Fort Howard #20603 or equivalent and toilet paper shall be 500 2-ply sheets/roll, 4.5" x 4.5" Fort Howard 198 Sof-Knit or equivalent.
3. The Contractor shall provide all equipment and supplies (detergents, mops, hoses, brushes and disinfectants) required to maintain the restroom in a clean and orderly manner.
4. Plugged toilets or sinks shall be repaired by the Contractor, if diligent effort with a plunger or closet snake or other like tool will accomplish the task. If the fixture cannot be unplugged by diligent effort, the Contractor shall notify the Park Superintendent or designated representative, and it shall be the responsibility of the City to correct the situation.
5. Offensive odors shall be eliminated immediately upon detection.
6. Restroom Hours – Restrooms will be open and closed by the contractor daily on the following schedule:

8:00 a.m. & 3:30 p.m.	Daily	Nov <u>17</u> –Feb 15
8:00 a.m. & <u>7:30</u> p.m.	Daily (including weekends & holidays)	Feb 16–Nov. <u>16</u>

Restrooms will be opened by 8:00 a.m. Closing will start at 3:30 p.m. or 7:30 p.m., depending on the season.

F. Graffiti Abatement

All wall surfaces and signs facing parks shall be resurfaced (painted) within forty-eight (48) hours after discovery or notification of graffiti. The paint used should match existing wall surfaces and must be approved by the Park Superintendent or designated representative; not just covered so the graffiti can still be read through the paint, but thoroughly, totally removed, covered, or obliterated including repainting the wall if necessary.

XII. Miscellaneous Facilities

General – the items listed below are considered routine maintenance and therefore will not be considered extra work.

A. Concrete-lined Ditches

All concrete-lined ditches within the Park shall be kept clear at all times, and the catch basins that these ditches empty into shall be thoroughly

cleaned out periodically during the rainy season which is from October 15 to April 15. Edges should be checked periodically for erosions and damage to concrete structures. Special care will be taken by the Contractor to keep debris out of all basins while V-ditch maintenance is occurring.

B. Gutters

Clean up weeds and gardening debris along curbway aprons along Park access which border the Park entrance. Drainage ditches (not concrete-lined) should be cleaned in like manner.

C. Tot Lot and Play Areas

Playground safety is a key component of Park maintenance. Contractor will remove all debris, paying particular attention to glass, needles, and hidden items in the play areas daily. All other concerns and problems will be reported to the City immediately. The intent is to provide safe play areas. In the event the Contractor finds an unsafe condition, Contractor is required to make repairs or make it safe until a permanent repair can be completed. All sand shall be swept/blown back into sandbox daily and sandbox inspected and cleaned. Sand boxes will be deeply raked each week. Contractor will be expected to make all playground repairs as directed by the City Inspector.

D. Park Name Signs

Contractor is responsible to install decorative bark around each Park name sign annually. This will also include maintaining the plant material at the base of each sign.

E. Memorial Tree Grove

The City has a Memorial Tree Grove at Prewett Water Park. Contractor will be responsible to maintain the tree grove. This will include weed and pest control at the grove and two feet outside the outside ring of junipers. Work will include maintenance of trees and shrubs to the standards of this contract. Work will also include weed mowing twice a year along the outside perimeter of the tree grove.

F. Tables, Benches, Backstops, Horseshoe Pits

Tables, benches, backstops, and horseshoe pits will be kept clean and free of graffiti. Benches, tables, backstops, and bleachers made of wood or those that have been painted, will be repainted each year after the rainy season. Clean and repair all benches, bleachers, picnic tables, backstops, and horseshoe pits or as where or damage occurs.

G. Horseshoe Pits

All horseshoe pits will be repaired, repainted and sand added during the month of May. Contractor will inspect and insure that all stakes are safe and in place for horseshoe play all year round.

H. Jensen Family Grove

Special attention will be paid to this picnic area at Antioch Community Park to ensure clean tables and barbecues all year long. Landscaped areas around the picnic area will be kept clean and weed free.

I. Sports Fields

All baseball and softball field fencing will be maintained to reduce the curling at the bottom edge of the fence, to prevent loose and damaged fabric. Fence damage by vandalism will be done under the vandalism repair terms of the contract.

Contractor will bring in and mix in one-hundred yards of clay cinder mix for the infields. The City will provide the list of infields that will have material added during the renovation process. When crushed granite is required, if there is a difference in cost, the City will pay the cost difference per yard.

Annually, the Contractor will remove any change in elevation from the infield to the outfield, typically caused by dragging the infield. This work will be completed at the time of field renovations for each field. Work to be performed will include, but not limited to, cutting of sod, removing excess material, and relaying sod.

J. At least one time a week areas will be raked clean or vacuumed. Weekly all ribbons for balloons, strings, tape for signs, etc will be removed from the parks.

K. Bocce Ball Courts at Chichibu Park will be inspected and cleaned weekly. Contractor will not have to provide routine court maintenance but keep the inside clean and safe.

XIII. Maintenance and Performance Standards

Exhibit A

Visitors to the City of Antioch will find the landscape conditions described in the standards below:

Turf

Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest-free.

Flower Beds, Shrubs and Ground Cover

Bedding areas will contain healthy plants. These areas will be free of litter, weed and pest-free, including, shopping cart, and other debris. Dead heads, blank spots, and other defects will not detract from the decorative nature of the plantings. Shrub beds, ground cover and hedges will contain healthy plants. These areas will also be litter, weed and pest free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.

Paved Surfaces

Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces and the following conditions: graffiti, raveling, cracking, potholes, and other significant defects shall be reported to the Park Superintendent immediately. Pathways and other paved areas will be free of weeds, debris, and litter.

Unpaved Surfaces

Unpaved surfaces may include pathways, or other areas covered with porous paving materials. Graffiti and other vandalism, holes and washouts shall be reported to the Park Superintendent immediately. All unpaved surfaces will be free of weeds, debris and litter.

Water Features

Water features will be clean and debris-free. Structures may require monitoring, up to three times daily as conditions dictate.

Irrigation Systems

Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation. The contractor shall report any deficiencies, other than routine repairs and maintenance relative to irrigation, to the Park Superintendent immediately.

The proposals will be judged by the following criteria:

1. Price
2. Past history
3. References
4. Proposal specification compliance
5. Qualifications

**City of Antioch
Park Maintenance Inspection Criteria**

***Exhibit B
Turf***

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
Turf	Mowing	Even cutting to specified height, complete coverage, neat cutting, and growth kept off pavement. No visible signs of the following: scalping or ragged cutting; significant clippings;. No dumping into storm drains.	Under 5% of turf area fails to meet standards	Greater than 5% of turf area fails to meet standards
Turf	Fertilize	Turf shows no burning or uneven growth patterns. All excess material cleaned up and removed from site.	Less than 5% of turf exhibits uneven growth or color. Excess material not cleaned up.	Any burning or areas of uneven growth or color greater than 5% of area
Turf	Irrigate	Turf even, deep green color. Healthy growth evident. No standing water or over-watered areas.	Less than 5% of turf exhibits browning or lack of vigorous growth.	More than 5% of turf exhibits browning or lack of vigorous growth.
Turf	Pest control	No evidence of pest infestations.	Less than 5% of turf exhibits evidence of infestation.	More than 5% of turf exhibits evidence of infestation.
Turf	Weed control	Turf areas weed-free	Less than 5% of turf exhibits weed growth.	More than 5% of turf exhibits weed growth. Designed turf type loses ground to invasive species.
Turf	Litter control	No visible litter. Seasonal leaf-fall removed.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Turf	Edge	Edges neatly trimmed. Cuttings removed from surrounding areas.	Small areas untrimmed. Some cuttings visible after edging.	More than 5% of edging area is overgrown or significant amounts of cuttings are left behind after work.

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
Turf	Trim	Turf around sprinkler heads, boxes and other appurtenances trimmed to maintain accessibility and full functionality.	Minor overgrowth around boxes, heads or other appurtenances.	Sprinkler heads obstructed or coverage reduced. Inability to locate or access boxes and other appurtenances.
Turf	Top dress	No apparent ruts, holes or uneven turf areas.	Minor ruts, holes or other uneven surfaces. Minor overfilling < 1".	Large ruts, holes or irregular surface over areas larger than 2' x 2'. Significant overfilling > 1".

Flower, Ground Cover and Shrub Beds

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
Ground Cover & Shrubs	Pruning	Shrubs retain correct species' form or designed hedge shape. No damaging cuts or over-grown conditions.	Minor over-growth in less than 5% of area.	Over-growth in more than 5% of area. Damage to plants from non-standard pruning practices.
Ground Cover & Shrubs	Trimming and mowing	Ground cover within bed area. No over growth. No scalped areas.	Under 5% of bed fails to meet standards	Greater than 5% of bed fails to meet standards
Ground Cover & Shrubs	Irrigation	Adequate irrigation to sustain healthy, vigorous plant growth	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Ground Cover & Shrubs	Weed and pest control	No visible weeds. No evidence of pest infestation.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Ground Cover & Shrubs	Fertilize	Healthy, vigorous plant growth; good bloom production for species	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Ground cover and	Clean up and litter	No weed growth, visible litter. No seasonal leaf-	Under 5% of area fails to meet	Greater than 5% of area fails to meet standards

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
shrubs	control	fall. Maintain sharply defined bed edge.	standards	

Trees

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
Trees	Pruning	Street and Sidewalk clearance is met per contract specification.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Trees	Staking/Tying	Proper staking per standard horticulture practices is maintained at all times.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Trees	Staking	Tree stakes that are broken are removed and replaced as necessary Also tree stakes shall be removed when the stakes are no longer needed to support the tree	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards
Trees	Trim	Trees will be kept skirted to 14' in roadway areas and 9' in pedestrian areas so low branches do not provide an obstruction to pedestrians or traffic.	Under 5% of area fails to meet standards	Greater than 5% of area fails to meet standards

Paved Surfaces

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
Paved surfaces	Clean walks, stairs, retaining walls and gutters.	All hard surfaces free of litter, debris and tripping hazards. Hazardous conditions blocked from public access and reported to park superintendent. Pavement problems reported to park superintendent.	Minor litter or debris on 5% of paved area or less.	Significant litter or debris on more than 5% of paved area. Unsecured or unreported hazards or pavement problems.
Paved surfaces	Weed control	Weed-free.	Weeds on 1% or less of paved surface.	More than 1% of paved surface shows weed growth.

Unpaved Hard Surfaces

Asset	Task	Performance Measures		
		Meets Standards	Needs Improvement	Unsatisfactory
Unpaved Hard Surfaces	Inspect and Report Deficiencies	No tripping hazards.	Hazards have not been reported, on 5% of unpaved hard surface or less.	Significant surface irregularities exist on more than 5% of unpaved hard surface. Uncontrolled and hazardous conditions exist.
Unpaved Hard Surfaces	Litter control and minor surface treatment	Litter-free and stable surface	Minor litter on less than 5% of hard surface.	Litter on more than 5% of hard surface.
Unpaved Hard Surfaces	Weed control	Weed-free.	Weeds on 5% or less of hard surface.	More than 5% of hard surface shows weed growth.

XIV. Inspections, Payments and Defaults

General – the City is soliciting for a services rendered contract. The Contractor shall not be paid for Park Maintenance Services not rendered to any part of the Park. It is the Contractor's responsibility to ensure sufficient labor is committed to the Parks to complete objectives set forth in the Schedule of Park Maintenance Services.

A. Inspections

1. The City shall provide a representative to evaluate Park Maintenance Services performed on a regular occurrence. Inspections will be ongoing daily. By the 25th of each month, the Contractor shall submit proposed schedule for the next month's work.
2. The City will require the Contractor, or his local authorized representative, to ride along on inspections. A punch list will be provided by the City corresponding to the inspection results.
3. The Contractor shall arrange for the Contractor's representative to accompany the Park Superintendent or designated representative on the inspection tour of the Park areas once each month. The purpose of the inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in maintaining the Parks in accordance with the provisions of this agreement. The Park representative may, during his monthly inspection tours, identify and communicate to the Contractor's representative, areas of unsatisfactory work or of inadequate performance by the Contractor. The Contractor shall correct such identified unsatisfactory work or inadequate performance within seventy-two (72) hours and shall submit a written report reflecting such correction. Re-inspection at completion of rework is mandatory; and if the maintenance is still unsatisfactory, it will result in a seventy-five (\$75) charge to the Contractor from the City and be deducted from the current month's billing. Each subsequent re-inspection will result in a similar charge in the same amount until the areas have been satisfactorily reworked and brought up to standard. The Park Superintendent or designated representative has the exclusive right to make the decision as to whether or not the Contractor's maintenance meets the standards of the City.
4. Three months before the conclusion of this Park contract the following inspections shall take place.
 - i. (90 days) – irrigation main line checks for ruptures or leakage. No visible leaks shall be accepted.
 - ii. (60 days) – automatic controller, valve control and sprinkler coverage efficiency test. Note: main waterline must be accepted before efficiency test is performed.

- iv. (30 days) – walk through with new Contractor, if applicable, to evaluate condition of Parks, provide a punch list to be completed by end of contract date.

B. Payments

1. Payment for work performed shall be on a monthly basis for the previous month's work. Contractor shall submit monthly invoices for one-twelfth (1/12) of the yearly Contract amount, plus any approved extra work completed during that month. Contractor shall submit all invoices in duplicate. All required paperwork and reports will accompany the monthly billing. Before payment is authorized the Contractor's representative and a City representative will conduct an inspection of the Parks. To this end, the monthly billing needs to be complete and turned in on time. The Park Superintendent or designated representative and Contractor will schedule the date for turning in the bills, reports, and scheduling the inspection time. Discounts will not be lost due to late billing or Contractor delays in scheduling the monthly inspection. Work not completed to the satisfaction of the Park Superintendent or his designee will result in no payment for work done in that park that month. Payment will be withheld until satisfactory completion of maintenance task will paid in the next billing cycle.
2. Payment may be withheld and invoices returned to the Contractor for failure to submit to the City either one of the following documents required: Monthly Maintenance Report, Pest Control Recommendations and Monthly Summary of Pesticide Use Report to the County Agricultural Commissioner's office. Resubmittal will also be required if invoices are improperly coded.
3. Payment may be withheld and invoices returned for noncompliance with Schedule of Park Maintenance Services.
4. Payment may be withheld or invoices returned to Contractor for Parks that do not have a neat and healthy growing landscape appearance.
5. The City will make payment within thirty (30) days from the date the City receives the bill. If the maintenance work does not meet the Specifications and is deemed unsatisfactory by the Park Superintendent or designated representative, the City will notify the Contractor within ten (10) days from the date the City receives the bill and the bill will be returned to the Contractor. The Contractor can resubmit the bill when the corrective work is completed to the satisfaction of the Park Superintendent or designated representative and the thirty (30) day payment cycle will start from the date the bill is resubmitted and received by the City. The City does offer a special payment plan within fifteen (15) days from the date the City receives the bill, for a 2% discount taken off of the billing statement.
6. The above stated payment schedule shall also be applicable to invoices for additional service requests that exceed the agreed upon date for completion.

7. If two (2) successive monthly invoices are returned to the Contractor because the maintenance work does not meet the Specifications and is deemed unsatisfactory to the Park Superintendent or designated representative, the City may implement default procedures.

C. Default Procedure

General – Diligent Execution of Work; Termination of Contract for Failure to Execute Work Diligently.

As a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines that the work is not being pursued with diligence, as evidenced by the Parks not being maintained in accordance with the Specifications herein or otherwise, the City shall inform the Contractor, in writing, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, or if there is compliance but thereafter the work is again not pursued diligently, the City shall have the right to implement one of the following three options: i) utilize City forces to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees; iii) utilize City forces to complete the work and notify Contractor's Bonding Company of intent to bill for services rendered; iv) Proceed with termination of the entire contract There will be no second chances.

1. A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract (refer to Section XIII (b) 7).
2. In addition, in the event the Park Superintendent or designated representative finds that the Parks have not been maintained in accordance with additional inspections of the Parks to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of seventy-five dollars (\$75) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor.

XV. Replacements and Extra Work

General – the preceding chapters in these Specifications have been written to provide Park Maintenance Services that will keep the City of Antioch's Parks in a healthy and neat appearance year round. The following items listed will clarify other Park maintenance and material requirements that may not be included elsewhere in these Specifications.

A. Typical replacement cost to be assumed by the Contractor:

1. Damaged plant material, due to the Contractor's maintenance practices, work performance or non-performance of services. Replacement standards shall be new container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area.
2. Top dressing material such as decorative bark for planter and formal landscaped areas.
3. Tree and shrub water basins, including organic mulching spread to the drip-lines of the vegetation.
4. Irrigation, refer to Section V.

B. Extra Work

General – it shall be City policy to approve all extra work for the Contractor prior to beginning any landscape repairs or services that are not a part of this contract. The Park Superintendent or designated representative, and the Contractor will agree to the extent of repairs for materials, maximum allowable labor and final acceptance to any repair or service performed by the Contractor.

From time to time, the Park Superintendent or designated representative will make very specific requests for work from the Contractor. Because these requests may originate from concerns of City officials or City residents, the Contractor must understand that time is of the essence for completion whether the work is part of regular maintenance or extra work in nature.

It is the City's intent the Contractor shall be responsible to perform any extra work requested. These requests shall be made in writing and will identify by calendar date a time frame in which work needs to be completed as agreed upon by the Contractor.

1. Extra work can include:
 - i. Irrigation Augmentations – before any additions are made to irrigation systems, the Contractor must provide engineering design figures to the Park Superintendent or designated representative to justify pipe size and valve size. The Park Superintendent or designated representative may also require manufacturer's Specifications on heads to be used.
 - ii. Maintenance of large trees that cannot be pruned with a pole saw by a gardener on a 15-foot orchard ladder. These trees will be inspected, and a recommendation will be made for the

services of a tree surgery Contractor, to be coordinated by the Park Superintendent or designated representative or the Contractor.

- iii. Maintenance and repair of paved areas, driveways and walks.
- iv. New planting and other special services or repairs.
- v. Major fence repair or replacement.

2. Billing for Extra Work

Extra work that has been approved by the Park Superintendent or designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, including name of the park and account codes. It shall list the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this extra work. If labor is allowed, travel time will not be counted, as it shall be understood by the Contractor that all work originates within the limits of the City of Antioch.

3. Extra Work Charges

All extra work may be paid based on personnel and equipment scale supplied in contract.

- 4. Given to present economic times or drought conditions the City may find it necessary to reduce or increase service such as add or remove a park from the maintenance program. The city and contractor will meet and negotiate cost cutting measures if this should be the case.

XVI. Workmanship, Quality and Appearance Level

- A. It is the intention of the City to require the highest level of quality in Park Maintenance compatible with standard practices as specified by the landscape maintenance details of this agreement.
- B. The Contractor shall ensure that all work under this agreement is supervised by Contractor-employed supervisory personnel who are technically qualified and possess management skill required to implement modern methods and newly developed horticulture procedures. Supervisory personnel must be able to demonstrate experience in managing jobs of an equal size and nature. A graduate Horticulturist, a certified Water Auditor and a Turfgrass Consultant will be made available by the Contractor, at no fee and upon request, for

review and modifications to any existing program to meet the changing site conditions.

- C. The Contractor shall ensure that all work under this agreement is performed by fully qualified, experienced personnel directly employed by the Contractor. Additionally, the Contractor shall ensure that Contractor's employees are personally presentable at all times, and that such employees wear an appropriate uniform shirt, acceptable to the Park Superintendent or designated representative, containing Contractor's identification, when such employees are performing services under this agreement.
- D. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees and for all work done. The Contractor shall instruct all of Contractor's employees that they are not required to respond to questions, suggestions or instructions from City employees other than the Park Superintendent or designated representative. The Contractor's employees shall be capable of answering general questions as presented by the general public in the field.
- E. The Contractor shall perform the work provided for in this agreement under the direction of the Park Superintendent or designated representative. The Superintendent or designated representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by this agreement. The Contractor shall cooperate with any representative designated by the Park Superintendent to enable said Superintendent to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.
- F. The Contractor's vehicles shall be identified with Company name, vehicle number, and/or logo and phone number.
- G. The Contractor must be able to demonstrate that all SB198 requirements for safety of employees are in place at time of bid. This includes proper traffic delineation and pesticide use information.

XVII. Materials

- A. The Contractor shall submit a list to the Park Superintendent or designated representative of the materials that the Contractor proposes to use for the work. The list shall include the chemical analysis, recommended usage and any other pertinent data by the manufacturer of the material. Said list shall be submitted in duplicate before any use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the Contractor shall be submitted prior to use of the products.

B. The following shall apply to the materials indicated:

1. Water shall be provided by the City at each site.
2. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
3. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer's original container.
4. Tree stakes, tree ties and guy wires shall be of materials matching those existing on a work site, or as specified by the Park Superintendent or designated representative.
5. Replacement trees, shrubs, ground cover and other plants shall be of a size, condition and variety specified by the Park Superintendent or designated representative. All material shall be inspected by the City prior to installation.
6. Lawn seed for reseeding shall be a certified mixture of a perennial rye grass, bluegrass and fine fescue.
7. Irrigation replacement parts shall be of the highest quality, name brand, and approved by Park Superintendent or designated representative.

CITY OF ANTIOCH

**INSURANCE REQUIREMENTS FOR CONTRACTORS
(WITH CONSTRUCTION RISKS)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88, Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor). See Appendix B for form language.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Builder’s Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described below.
6. Professional Liability (if Design/Build).

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- | | | |
|--|-------------|--|
| 1. General Liability:
(including operations, products,
and completed operations) | \$1,000,000 | per occurrence for bodily injury, personal injury,
and property damage. If Commercial General
Liability Insurance or other form with a general
aggregate limit is used, either the general aggregate
limit shall apply separately to this project/location,
or the general aggregate limit shall be twice the
required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers’ Compensation: | | As required by the State of California. |
| 4. Employer’s Liability: | \$1,000,000 | per accident for bodily injury or disease. |
| 5. Builder’s Risk: | | Completed value of the project with no coinsurance
penalty provisions. |
| 6. Professional Liability: | \$1,000,000 | as needed for design/build. |

Additional requirement if hazardous materials involved:

- | | | |
|-------------------------------------|-------------|-------------------------|
| 7. Contractor’s Pollution Liability | \$1,000,000 | <i>per occurrence</i> |
| | \$2,000,000 | <i>policy aggregate</i> |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice has been provided to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractors may submit evidence of Builder's Risk insurance as evidence of course of construction coverage. The insurance protects the parties to the agreement from financial loss during the construction process. There may be multiple parties that have a financial interest in the process and may include the owner of the project, a lender, and contractors. You must review the policy language provided for termination events such as substantial completion, owner occupancy, and full completion. These times and dates will be important to coordinate with your existing property policies to guarantee that no gaps in coverages will occur.

Builder's Risk policies shall contain the following provision:

- The Entity shall be named as loss payee.

If general Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Surety Bonds

Contractor may be required to provide the following surety bonds:

1. A Bid Bond.
2. A Performance Bond.
3. A Payment Bond.

For further information, please contact the City Attorney's office at (925) 779-7015 or the Purchasing Division at (925) 779-6994.

Debra Joseph, Buyer II

RETURN THIS PAGE WITH YOUR PRICING SCHEDULE

III. Bid Work Sheet - Bid No. 988-1104-09F - Due 12/18/08, 11:00 a.m.

To The City of Antioch:

In compliance with the annexed notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete the annual park maintenance contract as herein described in accordance with the special provision therefor, and agrees to enter into a contract therefor, at the listed prices.

All prices shall be F.O.B. Jobsite, Antioch, California. Sales tax should not be a part of the unit price. Should you show sales tax as a separate line item, the rate for the City of Antioch is 8.25%.

TOTAL BID PROPOSAL FOR ALL PARK SITES: \$ _____

Terms or Cash Discount (if other than net 30 days) _____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____

Signature _____ Date _____

Send via mail (sealed) to:
City of Antioch/Purchasing
Bid No. 988-1104-09F
P.O. Box 5007
Antioch, CA 94531-5007

or

Deliver via courier (sealed) to:
City of Antioch/Purchasing
Bid No. 988-1104-09F
1307 West Fourth Street
Antioch, CA 94509

Directions to Purchasing: From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. Purchasing is located at 1307 West Fourth Street (Fourth and 'N' Streets). Enter from 'N' Street. The office is located in the mobile trailer next to the Stores Warehouse.

(Auto Center Drive was changed from Somersville Road.)

LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS.

**PARK MAINTENANCE SERVICES
BID WORK SHEET**

Bid Proposals:

All park sites are to be bid separately. The price shall include all provisions of park maintenance services as specified within the contract made on a per year basis for the term of the three year contract. Your proposal will be evaluated on the total bid for all bid purposes. This contract shall be in effect for one year, with the option to renew for two additional one-year extensions, if agreeable to both parties.

NOTE: BID AMOUNTS MUST BE ENTERED FOR EACH YEAR. FAILURE TO PROVIDE A BID AMOUNT FOR ANY ITEM WILL BE CONSIDERED NON-RESPONSIVE AND WILL RESULT IN DISQUALIFICATION WITHOUT RECOURSE.

Pg No.	Park	Bid Amount
P2.	Almondridge Park:	
	Year 1	_____
	Year 2	_____
	Year 3	_____
P3.	Antioch Community Park:	
	Year 1	_____
	Year 2	_____
	Year 3	_____
P4.	Barbara Price Park:	
	Year 1	_____
	Year 2	_____
	Year 3	_____
P5.	Canal Park:	
	Year 1	_____
	Year 2	_____
	Year 3	_____
P6.	Chaparral Park:	
	Year 1	_____
	Year 2	_____
	Year 3	_____
P7.	Chichibu Park:	
	Year 1	_____
	Year 2	_____
	Year 3	_____

P8. City Park:
Year 1 _____
Year 2 _____
Year 3 _____

P9. Contra Loma Estates Park:
Year 1 _____
Year 2 _____
Year 3 _____

P10. Country Manor Park & Ext.:
Year 1 _____
Year 2 _____
Year 3 _____

P11. Deerfield Park:
Year 1 _____
Year 2 _____
Year 3 _____

P12. Eaglesridge Park:
Year 1 _____
Year 2 _____
Year 3 _____

P13. Fairview Park:
Year 1 _____
Year 2 _____
Year 3 _____

P14. Gentrytown Park:
Year 1 _____
Year 2 _____
Year 3 _____

P15. Harbour Park:
Year 1 _____
Year 2 _____
Year 3 _____

P16. Hansen Park:
Year 1 _____
Year 2 _____
Year 3 _____

P17. Heidorn Park:
Year 1 _____
Year 2 _____
Year 3 _____

P18. Hillcrest Park:
Year 1 _____
Year 2 _____
Year 3 _____

P19. Jacobsen Park:
Year 1 _____
Year 2 _____
Year 3 _____

P20. Knoll Park:
Year 1 _____
Year 2 _____
Year 3 _____

P21. Marchetti Park:
Year 1 _____
Year 2 _____
Year 3 _____

P22. Meadowbrook Park:
Year 1 _____
Year 2 _____
Year 3 _____

P23. Meadow Creek Park:
Year 1 _____
Year 2 _____
Year 3 _____

P24. Mira Vista Park:
Year 1 _____
Year 2 _____
Year 3 _____

P25. Mira Vista Hills Park:
Year 1 _____
Year 2 _____
Year 3 _____

P26. Mountaire Park:
Year 1 _____
Year 2 _____
Year 3 _____

P27. Prewett Family Park:
Year 1 _____
Year 2 _____
Year 3 _____

P27. Memorial Tree Grove (at Prewett Park):
 Year 1 _____
 Year 2 _____
 Year 3 _____

P28. Prosserville Park:
 Year 1 _____
 Year 2 _____
 Year 3 _____

P29. Village East Park:
 Year 1 _____
 Year 2 _____
 Year 3 _____

P30. Williamson Ranch Park:
 Year 1 _____
 Year 2 _____
 Year 3 _____

P31. Dallas Ranch Park:
 Year 1 _____
 Year 2 _____
 Year 3 _____

P32. Diablo West Park:
 Year 1 _____
 Year 2 _____
 Year 3 _____

P33. Markley Creek Park:
 Year 1 _____
 Year 2 _____
 Year 3 _____

If you downloaded this proposal document from the City website, please contact Purchasing for a copy of the park maps, pages P1 through P33.

Items due at time of bid opening:

1. Bid Worksheet
2. Cost (Pricing) Sheet
3. Bid Bond
4. List of References

EXPERIENCE AND QUALIFICATIONS
LIST OF SIMILAR PROJECTS

Project Name: _____

Address: _____

Dates Project Area Serviced: Beginning: _____ To: _____

Owner of Managing Agency: _____

Owner's Representative on Site: _____

Owner's Telephone Number: _____

Total Monthly Labor Hours: _____

Type of Project: _____ Total Acreage of Project: _____

Types of Services Performed: (Check "yes" if service is provided by your company's staff, or "no" if service is not provided by your company's staff.)

Irrigation Maintenance (Spray)	[] YES	[] NO
Irrigation Maintenance (Drip)	[] YES	[] NO
Arboricultural Services (Trees)	[] YES	[] NO
Herbicide Applications (Landscaped Areas)	[] YES	[] NO
Herbicide Applications (Turf Areas)	[] YES	[] NO
Insecticide Applications (Landscaped Areas)	[] YES	[] NO
Insecticide Applications (Turf Areas)	[] YES	[] NO
Litter Removal	[] YES	[] NO
Annual Color Planting	[] YES	[] NO
Tree, Shrub and Ground Cover Installation	[] YES	[] NO
Fertilization	[] YES	[] NO
Restroom Facilities	[] YES	[] NO

Additional information: (attach any additional information about this project to this sheet)

CERTIFICATION OF SUBMITTER'S EXPERIENCE AND QUALIFICATIONS

The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Name of Submitter (Print)

Signature of Submitter

Title of Signator

Contractor's License No.

State of Incorporation

License Expiration Date

**REQUEST FOR QUOTATION
INSTRUCTIONS AND CONDITIONS**

1. PREPARATION/SUBMISSION OF BIDS:

- Each bid must be submitted on this form in a sealed envelope with the bid number, closing date, and time on outside.
- All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids, telegraphic or telephone, will be accepted.
- If your quotation is on an "all or nothing" basis, please state on quotation form.

2. BRAND NAMES:

- Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

3. SAMPLES:

- Samples of articles, when required, shall be furnished free of cost of any sort to the City of Antioch.
- Samples of articles selected may be retained for future comparison.
- Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at your expense.

4. TAXES:

- Do not include sales, use, or federal excise taxes in your bid. All applicable sales tax will be added to purchase order. The City of Antioch is exempt per IRS regulations from the payment of Federal Excise Taxes.
- If your company is outside California and collects use tax, please state the amount as a separate item if the City is to remit the tax.

5. LIABILITIES:

The vendor shall hold the City of Antioch, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense any and all actions brought against the City of Antioch or himself because of the unauthorized use of such articles.

All materials, supplies and equipment in these specifications and bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California and all laws and ordinances applicable thereto.

Cost of inspection of deliveries or offers for delivery, which do not meet specifications will be charged to vendor.

6. DEFAULT BY BIDDER:

In case of default by the bidder, the City of Antioch may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City

of Antioch. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

7. AWARDS:

The City of Antioch reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids; and (4) to accept the bid that is in the best interest of the City. The Purchasing Agent's decision shall be final.

- In determining and evaluating the best quotation, the prices will not necessarily be the controlling factor, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the equipment in general use will also be considered with any other relevant factors.

8. RIGHT TO AUDIT:

The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

9. ASSIGNMENT:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

PREVAILING WAGES

Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedules are obtainable from the City's Engineering Department.

It shall be mandatory upon the contractor to whom the contract is awarded, and his subcontractors to pay not less than the established prevailing rate of wages to all workers employed by the contractor or said subcontractors in the execution of the contract.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

EQUAL OPPORTUNITIES IN EMPLOYMENT

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

APPEALS AND REMEDIES

Any actual or prospective bidder, offeror, or contractor that has a grievance in connection with any City solicitation or award of contract may protest to the department soliciting the subject bid request, the City Manager or City Council. Protestors are urged to seek resolution of their complaints initially with the using department. All protests shall be submitted in writing. The protest shall be submitted within five (5) working days after protestor knows or should have known of the facts supporting protest, but not later than the award of bid.

In the event of such protest, the using department involved shall not proceed with the solicitation or award of contract until a determination is made to settle the dispute. All disputes shall be settled in the best interest of the city. This determination may be granted by the using department, City Manager, or City Council. If protestor is in agreement with decision made at any staff level below City Council, the solicitation or award of contract process shall be continued, according to the recommendation from staff. If required, the City Council will act as the final authority of all such decisions. After such decision, it shall direct the final course of action.

(1) Notice to Contractor/Protestor of Decision. All decisions shall be promptly issued in writing and furnished immediately by certified mail to the contractor/protestor. The decision shall state the reasons for such action and shall inform the contractor of its appeal rights of the Municipal Code.

(2) Final Decision/Contractor's Right to Appeal. Using department's decisions shall be final and conclusive, unless within five (5) working days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Council or commences an action in a court of law.